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T.R.A. DOCKET ROOM

May 14, 2003

Hon. Chairman Sara Kyle  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243

Re: In Re: Complaint of MCI metro Access Transmission Services, LLC and  
Brooks Fiber Communications of Tennessee, Inc. Against BellSouth  
for Overcharging for High-Capacity Circuits  
Docket No. 03-00145

Dear Chairman Kyle:

Enclosed please find the original and fourteen (14) copies the following documents which we would appreciate your noting filed on behalf of MCI metro Access Transmission Services, LLC and Brooks Fiber Communications of Tennessee, Inc. (collectively, "MCI"):

1. MCI's First Interrogatories to BellSouth;
2. MCI's First Request for Production of Documents to BellSouth; and
3. MCI's First Requests for Admission to BellSouth.

Thank you for your assistance in this matter.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: 

Jon E. Hastings

JEH/th

Enclosures

cc: Guy M. Hicks, Esq.  
Joelle J. Phillips, Esq.  
Dulaney L. O'Roark, III, Esq.

In the Matter of:

Docket No. 03-00145

868667 v1  
058100-034 5/14/2003

4. When used with reference to natural persons, the word "identify" or "identity" or the phrase "give the identity of" means to state his or her full name, present or last-known address, present or last-known employer, present or last-known telephone number, occupation or profession, and the capacity in which he or she has ever been affiliated with BellSouth.

5. When used with reference to a document, the word "identify" or "identity" or the phrase "give the identity of" means to state the type of document to which the Interrogatory is addressed (i.e., correspondence, memoranda, notes, etc.); its title or other means of identification; its author's identity; its date; the identity of all recipients of the document (whether the document is addressed to such recipient or merely copied to such recipient); all dates and places of recording or filing with any court, commission, or public agency; the book and page number, or cause number, and all other information reflecting recordation or filing; the present location and identity of the custodian of the original document; the present location and identity of all the persons having a copy of such document; and whether such original or copy of the document is presently in your possession or control, and, if it is not, what disposition was made of it. In the alternative, the document(s) in question may be attached to the answer to that particular Interrogatory.

6. "Documents" is to be construed in the broadest possible sense and means any tangible thing, recording and reproduction, whether visual, auditory or digital in BellSouth's possession, control, or custody, including without limiting the generality of its meaning, correspondence, pleadings, reports, depositions, personal memoranda, memoranda to files, inter-office memoranda, intra-office memoranda, drawings, prints,

graphs, charts, photographs, phonographs, notes, studies, valuations, analyses, reports (whether expert or otherwise), reviews, working papers, books, notes, telegrams, pamphlets, video or audio tapes, voice recordings, computer tapes, printouts or cards, microfilms, microfiches, and any papers or items on which words have been written, printed, typed, or otherwise affixed, and shall mean a copy when the original is not in the possession, control, or custody of BellSouth, and shall mean every copy of every document when such a copy is not an identical copy of an original.

7. "Person" shall mean and is defined as any natural person, proprietorship, association, partnership, corporation or any business entity, to include in the singular as well as the plural.

8. "BellSouth" means BellSouth Telecommunications, Inc. and any agents or employees thereof.

9. An objection of attorney-client privilege or work-product in response to an Interrogatory or Document Request is not an excuse for a complete failure to respond. If you have such an objection, you are instructed to state fully the grounds for such objections, specifying, in the case of attorney-client privilege: (1) what type of communication is involved (letter, oral communication, memorandum, etc.), (2) the identities of all persons who are or were ever privy to the contents of such communications, (3) the general subject matter of the communication, (4) the date of and place where the communication was made, and (5) the general nature of the subject matter of the legal advice that was being sought or rendered, during the course of which such communication took place; and in the case of work-product privilege: (1) the identity of the attorney or person acting at the request or counsel who developed the

work-product, (2) what the form of the work product is (letter, memorandum, etc.), (3) the identity of all persons who ever have been privy to the contents of such work-product, (4) the date it was prepared, (5) what litigation it was prepared in anticipation of, and (6) the basis for your contention that it was "prepared in anticipation of litigation." Where such a privilege is asserted as to any document, you are instructed to prepare and submit to MCI a list of all such documents together with the information supporting the claim of privilege and the identity of all such documents should be included as a part of your response to the requests for production of documents.

### **INTERROGATORIES**

1. For each interrogatory, please identify the person or persons providing information in response thereto.
2. For each response to MCI's First Requests for Admission that is other than an unqualified admission, please:
  - (a) State all reasons for BellSouth's refusal to make the requested admission;
  - (b) State all facts that BellSouth contends support its refusal make the requested admission;
  - (c) Identify all witnesses with knowledge of these alleged facts; and
  - (d) Identify all documents evidencing, reflecting or relating to these alleged facts.
3. Does BellSouth acknowledge that the DS1 trunks at issue in Count One of the Complaint were ordered as DS1 interconnection trunks under the applicable interconnection agreements? To the extent BellSouth's response is not in the affirmative, please:

- (a) State all facts that BellSouth contends support its negative response;
- (b) Identify all witnesses with knowledge of these alleged facts; and
- (c) Identify all documents evidencing, reflecting or relating to these alleged facts.

4. Did BellSouth provision the DS1 trunks at issue in Count One of the Complaint as DS1 interconnection trunks? To the extent BellSouth's response is not in the affirmative, please:

- (a) State all facts explaining why BellSouth did not provision these trunks as DS1 interconnection trunks;
- (b) Identify all witnesses with knowledge of these alleged facts; and
- (c) Identify all documents evidencing, reflecting or relating to these alleged facts.

5. Did BellSouth bill for the DS1 trunks at issue in Count One of the Complaint at special access rates rather than at interconnection agreement rates?

6. With respect to BellSouth's contention that, "because the parties' interconnection agreements permit interconnection trunks to carry local, intraLATA, and interLATA traffic, MCI is required to provide BellSouth with sufficient information, such as a PLF factor, so that the appropriate billing rates can be applied," please:

- (a) State the method BellSouth contends should be used to charge for DS1 interconnection trunks that carry local, intraLATA and interLATA traffic;
- (b) Provide a detailed explanation of why BellSouth contends that because the interconnection trunks in question carry local, intraLATA and interLATA traffic,

BellSouth is entitled to charge a rate for DS1 interconnection trunks other than that specified in the applicable interconnection agreements;

(c) Identify all provisions in the applicable interconnection agreements that BellSouth contends support its contention, along with an explanation of why BellSouth contends they support its contention;

(d) Provide any other alleged legal basis for BellSouth's contention, including, for example, any tariff, regulation, statute, commission order or court decision that BellSouth contends supports its contention;

(e) State all facts that BellSouth contends support its contention;

(f) Identify all witnesses with knowledge of the alleged facts supporting BellSouth's contention; and

(g) Identify all documents evidencing, reflecting or relating to the alleged facts supporting BellSouth's contention.

7. With respect to BellSouth's contention that it was not required to bill for the DS1 trunks at issue in Count One of the Complaint at interconnection agreement rates, please:

(a) State all facts that BellSouth contends support its contention;

(b) Identify all witnesses with knowledge of these alleged facts; and

(c) Identify all documents evidencing, reflecting or relating to these alleged facts.

8. Does BellSouth contend there is any physical difference between a DS1 trunk that is ordered and provisioned as an interconnection trunk rather than as a special access trunk? If so, please specify all such physical differences.

9. Does BellSouth contend that the DS3 circuits at issue in Count Two of the Complaint were ordered as special access circuits? If so, please

- (a) State all facts that BellSouth contends support its contention;
- (b) Identify all witnesses with knowledge of these alleged facts; and
- (c) Identify all documents evidencing, reflecting or relating to these alleged facts.

10. With respect to BellSouth's contention that it was not required to bill for the DS3 circuits in question in Count Two of the Complaint at interconnection agreement rates, please:

- (a) State all facts that BellSouth contends support its contention;
- (b) Identify all witnesses with knowledge of these alleged facts; and
- (c) Identify all documents evidencing, reflecting or relating to these alleged facts.

11. Did BellSouth bill for the DS3 circuits at issue in Count Two of the Complaint at special access rates rather than at interconnection agreement rates?

12. Does BellSouth contend there is any physical difference between DS3 circuits that are ordered and provisioned as DS3 transport rather than as a special access circuits? If so, please specify all such physical differences.

13. Does BellSouth acknowledge the DS1 circuits at issue in Count Three of the Complaint were ordered as combinations of DS1 loops and DS1 transport ("DS1 combos") under the applicable interconnection agreements? To the extent BellSouth's response is not in the affirmative, please:

- (a) State all facts BellSouth contends support its negative response;



- (b) Identify all witnesses with knowledge of these alleged facts; and
- (c) Identify all documents evidencing, reflecting or relating to these alleged facts.

14. Did BellSouth provision the DS1 circuits at issue in Count Three of the Complaint as DS1 combos? To the extent BellSouth's response is not in the affirmative, please


- (a) State all facts explaining why BellSouth did not provision these circuits as DS1 combos;
- (b) Identify all witnesses with knowledge of these alleged facts; and
- (c) Identify all documents evidencing, reflecting or relating to these alleged facts.

15. Did BellSouth bill for the DS1 combos at issue in Count Three of the Complaint at special access rates rather than at interconnection agreement rates?

16. Does BellSouth contend there is any physical difference between DS1 circuits that are ordered and provisioned as DS1 combos rather than as a special access circuits? If so, please specify all such physical differences.

17. For the period September 11, 1996 to the present, please state the final rates applicable to DS1 interconnection trunks, DS3 transport and DS1 combos under each of the interconnection agreements described in the Complaint.

Respectfully submitted, this 14<sup>th</sup> day of May, 2003.

By:   
Jon E. Hastings  
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Nashville, Tennessee 37219  
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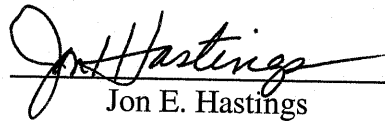
Dulaney L. O'Roark III  
WorldCom, Inc.  
Six Concourse Parkway, Suite 600  
Atlanta, Georgia 30328  
(770) 284-5498

Attorneys for MCImetro Access  
Transmission Services, LLC and Brooks  
Fiber Communications of Tennessee, Inc.

### CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been served upon the following both electronically and via United States Mail this the 14<sup>th</sup> day of May, 2003.

Guy M. Hicks  
Joelle J. Phillips  
333 Commerce Street, Suite 2101  
Nashville, TN 37201-3300

  
Jon E. Hastings

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY**

In the Matter of:

Complaint of MCImetro Access  
Transmission Services, LLC and  
Brooks Fiber Communications  
of Tennessee, Inc. Against  
BellSouth for Overcharging for  
High-Capacity Circuits

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)  
) Docket No. 03-00145  
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)  
)  
)

**MCI'S FIRST REQUEST FOR PRODUCTION  
OF DOCUMENTS TO BELL SOUTH**

MCImetro Access Transmission Services LLC and Brooks Fiber Communications of Tennessee, Inc. (collectively, "MCI"), pursuant to Rule 34 of the Tennessee Rules of Civil Procedure, hereby serve upon BellSouth Telecommunications, Inc. ("BellSouth") the following request for production of documents.

**INSTRUCTIONS FOR USE AND DEFINITIONS**

1. All information is to be divulged which is in the possession of BellSouth, its attorneys, investigators, agents, employees, or other representatives of BellSouth and/or its attorneys.

2. "Documents" is to be construed in the broadest possible sense and means any tangible thing, recording and reproduction, whether visual, auditory or digital in BellSouth's possession, control, or custody, including without limiting the generality of its meaning, correspondence, pleadings, reports, depositions, personal memoranda, memoranda to files, inter-office memoranda, intra-office memoranda, drawings, prints, graphs, charts, photographs, phonographs, notes, studies, valuations, analyses, reports

(whether expert or otherwise), reviews, working papers, books, notes, telegrams, pamphlets, video or audio tapes, voice recordings, computer tapes, printouts or cards, microfilms, microfiches, and any papers or items on which words have been written, printed, typed, or otherwise affixed, and shall mean a copy when the original is not in the possession, control, or custody of BellSouth, and shall mean every copy of every document when such a copy is not an identical copy of an original.


3. "Person" shall mean and is defined as any natural person, proprietorship, association, partnership, corporation or any business entity, to include in the singular as well as the plural.

#### **REQUEST FOR PRODUCTION OF DOCUMENTS**

1. Please produce all documents that were identified, or that should have been identified, in response to MCI's First Interrogatories.
2. Please produce all correspondence between BellSouth and MCI (or their affiliates) relating to the interconnection trunks at issue in Count One of the Complaint.
3. Please produce all correspondence between BellSouth and MCI (or their affiliates) relating to the DS3 circuits at issue in Count Two of the Complaint.
4. Please produce all correspondence between BellSouth and MCI (or their affiliates) relating to the DS1 loop and DS1 transport combination circuits at issue in Count Three of the Complaint.
5. Please produce all documents that purport to require MCI to provide a Percent Local Facility factor to BellSouth.

6. Please produce all documents that purport to authorize BellSouth to charge MCI access rates for interconnection trunks.

Respectfully submitted, this 14<sup>th</sup> day of May, 2003.

By:   
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Boult, Cummings, Connors & Berry PLC  
414 Union Street, Suite 1600  
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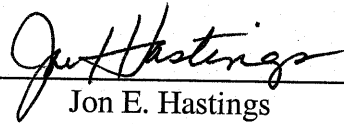
Dulaney L. O'Roark III  
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Atlanta, Georgia 30328  
(770) 284-5498

Attorneys for MCI metro Access  
Transmission Services, LLC and Brooks  
Fiber Communications of Tennessee, Inc.

### CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been served upon the following both electronically and via United States Mail this the 14<sup>th</sup> day of May, 2003.

Guy M. Hicks  
Joelle J. Phillips  
333 Commerce Street, Suite 2101  
Nashville, TN 37201-3300

  
\_\_\_\_\_  
Jon E. Hastings

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY**

In the Matter of:

Complaint of MCImetro Access  
Transmission Services, LLC and  
Brooks Fiber Communications  
of Tennessee, Inc. Against  
BellSouth for Overcharging for  
High-Capacity Circuits

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Docket No. 03-00145

**MCI'S FIRST REQUESTS FOR ADMISSION TO BELL SOUTH**

MCImetro Access Transmission Services, LLC and Brooks Fiber Communications of Tennessee, Inc. (collectively, "MCI"), pursuant to Rule 36 of the Tennessee Rules of Civil Procedure, request that BellSouth Telecommunications, Inc. ("BellSouth") admit the truth of the following facts. The following instructions and definitions are applicable to these requests for admission:

**INSTRUCTIONS**

1. Please copy each request for admission and set forth your response beneath each request.
2. In the event that any request for admission is objected to under a claim of privilege, please provide the following information with respect to such item: (1) the type of privilege claimed; and (2) a statement of the circumstances that bear on whether the claim of privilege is appropriate and whether the claimed privilege should extend to all or just to part of such item.



## **DEFINITIONS**

1. "BellSouth" means BellSouth Telecommunications, Inc.
2. "MCImetro" means MCImetro Access Transmission Services, LLC and MCImetro Access Transmission Services, Inc.
3. The "1997 MCImetro Agreement" means the interconnection agreement between MCImetro and BellSouth that was approved by the Tennessee Regulatory Authority ("Authority") by Order issued May 30, 1997.
4. The "2002 MCImetro Agreement" means the interconnection agreement between MCImetro and BellSouth that was approved by the Authority by Order issued September 20, 2002.
5. "Brooks Fiber" means Brooks Fiber Communications of Tennessee, Inc.
6. The "1996 Brooks Fiber Agreement" means the interconnection agreement between Brooks Fiber, Brooks Fiber Communications of Mississippi, Inc. and BellSouth that was dated September 11, 1996 and approved by the Authority by Order dated April 29, 1997.
7. The "1998 Brooks Fiber Agreement" means the interconnection agreement between Brooks Fiber and BellSouth that became effective July 1, 1998.
8. The "2002 Brooks Fiber Agreement" means the interconnection agreement between Brooks Fiber and BellSouth that was approved by the Authority by Order issued September 20, 2002.

## **SPECIFIC REQUESTS FOR ADMISSION**

MCI requests BellSouth to admit the following:

1. MCImetro was entitled to order DS1 interconnection trunks under the 1997 MCImetro Agreement during the period the 1997 MCImetro Agreement was in effect.

2. MCImetro was entitled to order DS1 interconnection trunks under the 1997 MCImetro Agreement using access service requests ("ASRs") during the period the 1997 MCImetro Agreement was in effect.
3. MCImetro was entitled to carry local, intraLATA and interLATA traffic over DS1 interconnection trunks that it leased under the 1997 MCImetro Agreement during the period the 1997 MCImetro Agreement was in effect.
4. BellSouth was required to charge MCImetro for DS1 interconnection trunks at the rates specified in the 1997 MCImetro Agreement for DS1 interconnection trunks during the period the 1997 MCImetro Agreement was in effect.
5. The 1997 MCImetro Agreement does not state that MCImetro must pay a rate different than that specified in the 1997 MCImetro Agreement for DS1 interconnection trunks if intraLATA or interLATA traffic is carried over those interconnection trunks.
6. The 1997 MCImetro Agreement does not state that BellSouth may charge MCImetro a rate for DS1 interconnection trunks that blends interconnection rates and special access rates according to the proportion of local, intraLATA and interLATA traffic that is carried over the DS1 interconnection trunks.
7. The 1997 MCImetro Agreement does not state that MCImetro must report a Percentage Local Facility factor to BellSouth.
8. MCImetro has been entitled to order DS1 interconnection trunks under the 2002 MCImetro Agreement during the period the 2002 MCImetro Agreement has been in effect.
9. MCImetro has been entitled to order DS1 interconnection trunks under the 2002 MCImetro Agreement using ASRs during the period the 2002 MCImetro Agreement has been in effect.

10. MCImetro has been entitled to carry local, intraLATA and interLATA traffic over DS1 interconnection trunks that it leased under the 2002 MCImetro Agreement during the period the 2002 MCImetro Agreement has been in effect.
11. BellSouth has been required to charge MCImetro for DS1 interconnection trunks at the rates specified in the 2002 MCImetro Agreement for DS1 interconnection trunks during the period the 2002 MCImetro Agreement has been in effect.
12. The 2002 MCImetro Agreement does not state that MCImetro must pay a rate different than that specified in the 2002 MCImetro Agreement for DS1 interconnection trunks if intraLATA or interLATA traffic is carried over those interconnection trunks.
13. The 2002 MCImetro Agreement does not state that BellSouth may charge MCImetro a rate for DS1 interconnection trunks that blends interconnection rates and special access rates according to the proportion of local, intraLATA and interLATA traffic that is carried over the DS1 interconnection trunks.
14. The 2002 MCImetro Agreement does not state that MCImetro must report a Percentage Local Facility factor to BellSouth.
15. Brooks Fiber was entitled to order DS1 interconnection trunks under the 1996 Brooks Fiber Agreement during the period the 1996 Brooks Fiber Agreement was in effect.
16. Brooks Fiber was entitled to order DS1 interconnection trunks under the 1996 Brooks Fiber Agreement using ASRs during the period the 1996 Brooks Fiber Agreement was in effect.
17. Brooks Fiber was entitled to carry local, intraLATA and interLATA traffic over DS1 interconnection trunks that it leased under the 1996 Brooks Fiber Agreement during the period the 1996 Brooks Fiber Agreement was in effect.

18. BellSouth was required to charge Brooks Fiber for DS1 interconnection trunks at the rates specified in the 1996 Brooks Fiber Agreement for DS1 interconnection trunks during the period the 1996 Brooks Fiber Agreement was in effect.

19. The 1996 Brooks Fiber Agreement does not state that Brooks Fiber must pay a rate different than that specified in the 1996 Brooks Fiber Agreement for DS1 interconnection trunks if intraLATA or interLATA traffic is carried over those interconnection trunks.

20. The 1996 Brooks Fiber Agreement does not state that BellSouth may charge Brooks Fiber a rate for DS1 interconnection trunks that blends interconnection rates and special access rates according to the proportion of local, intraLATA and interLATA traffic that is carried over the DS1 interconnection trunks.

21. The 1996 Brooks Fiber Agreement does not state that Brooks Fiber must report a Percentage Local Facility factor to BellSouth.

22. Brooks Fiber was entitled to order DS1 interconnection trunks under the 1998 Brooks Fiber Agreement during the period the 1998 Brooks Fiber Agreement was in effect.

23. Brooks Fiber was entitled to order DS1 interconnection trunks under the 1998 Brooks Fiber Agreement using ASRs during the period the 1998 Brooks Fiber Agreement was in effect.

24. Brooks Fiber was entitled to carry local, intraLATA and interLATA traffic over DS1 interconnection trunks that it leased under the 1998 Brooks Fiber Agreement during the period the 1998 Brooks Fiber Agreement was in effect.

25. BellSouth was required to charge Brooks Fiber for DS1 interconnection trunks at the rates specified in the 1998 Brooks Fiber Agreement for DS1 interconnection trunks during the period the 1998 Brooks Fiber Agreement was in effect.

26. The 1998 Brooks Fiber Agreement does not state that Brooks Fiber must pay a rate different than that specified in the 1998 Brooks Fiber Agreement for DS1 interconnection trunks if intraLATA or interLATA traffic is carried over those interconnection trunks.

27. The 1998 Brooks Fiber Agreement does not state that BellSouth may charge Brooks Fiber a rate for DS1 interconnection trunks that blends interconnection rates and special access rates according to the proportion of local, intraLATA and interLATA traffic that is carried over the DS1 interconnection trunks.

28. The 1998 Brooks Fiber Agreement does not state that Brooks Fiber must report a Percentage Local Facility factor to BellSouth.

29. Brooks Fiber has been entitled to order DS1 interconnection trunks under the 2002 Brooks Fiber Agreement during the period the 2002 Brooks Fiber Agreement has been in effect.

30. Brooks Fiber has been entitled to order DS1 interconnection trunks under the 2002 Brooks Fiber Agreement using ASRs during the period the 2002 Brooks Fiber Agreement has been in effect.

31. Brooks Fiber has been entitled to carry local, intraLATA and interLATA traffic over DS1 interconnection trunks that it leased under the 2002 Brooks Fiber Agreement during the period the 2002 Brooks Fiber Agreement has been in effect.

32. BellSouth has been required to charge Brooks Fiber for DS1 interconnection trunks at the rates specified in the 2002 Brooks Fiber Agreement for DS1 interconnection trunks during the period the 2002 Brooks Fiber Agreement has been in effect.

33. The 2002 Brooks Fiber Agreement does not state that Brooks Fiber must pay a rate different than that specified in the 2002 Brooks Fiber Agreement for DS1 interconnection trunks if intraLATA or interLATA traffic is carried over those interconnection trunks.

34. The 2002 Brooks Fiber Agreement does not state that BellSouth may charge Brooks Fiber a rate for DS1 interconnection trunks that blends interconnection rates and special access rates according to the proportion of local, intraLATA and interLATA traffic that is carried over the DS1 interconnection trunks.

35. The 2002 Brooks Fiber Agreement does not state that Brooks Fiber must report a Percentage Local Facility factor to BellSouth.

36. MCImetro was entitled to order DS3 transport under the 1997 MCImetro Agreement during the period the 1997 MCImetro Agreement was in effect.

37. MCImetro has been entitled to order DS3 transport under the 2002 MCImetro Agreement during the period the 2002 MCImetro Agreement has been in effect.

38. Brooks Fiber was entitled to order DS3 transport under the 1998 Brooks Fiber Agreement during the period the 1998 Brooks Fiber Agreement was in effect.

39. Brooks Fiber has been entitled to order DS3 transport under the 2002 Brooks Fiber Agreement during the period the 2002 Brooks Fiber Agreement has been in effect.

40. MCImetro was entitled to order a combination of DS1 loop and DS1 transport ("DS1 combo") under the 1997 MCImetro Agreement during the period the from September 15, 2000 to June 16, 2002.

41. MCImetro was entitled to order DS1 combos using ASRs under the 1997 MCImetro Agreement during the period from September 15, 2000 to June 16, 2002.

42. MCImetro has been entitled to order DS1 combos under the 2002 MCImetro Agreement during the period the 2002 MCImetro Agreement has been in effect.

43. MCImetro has been entitled to order DS1 combos using ASRs under the 2002 MCImetro Agreement during the period the 2002 MCImetro Agreement has been in effect.

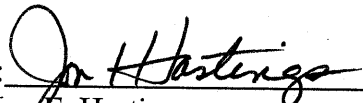
44. Brooks Fiber was entitled to order DS1 combos under the 1998 Brooks Fiber Agreement during the period the from September 15, 2000 to June 16, 2002.

45. Brooks Fiber was entitled to order DS1 combos using ASRs under the 1998 Brooks Fiber Agreement during the period from September 15, 2000 to June 16, 2002.

46. Brooks Fiber has been entitled to order DS1 combos under the 2002 Brooks Fiber Agreement during the period the 2002 Brooks Fiber Agreement has been in effect.

47. Brooks Fiber has been entitled to order DS1 combos using ASRs under the 2002 Brooks Fiber Agreement during the period the 2002 Brooks Fiber Agreement has been in effect.

Respectfully submitted, this 14<sup>th</sup> day of May, 2003.

By:   
Jon E. Hastings  
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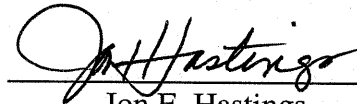
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Attorneys for MCImetro Access  
Transmission Services, LLC and Brooks  
Fiber Communications of Tennessee, Inc.

### CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been served upon the following both electronically and via United States Mail this the 14<sup>th</sup> day of May, 2003.

Guy M. Hicks  
Joelle J. Phillips  
333 Commerce Street, Suite 2101  
Nashville, TN 37201-3300

  
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Jon E. Hastings